

Remarks

The above Amendments and these Remarks are in reply to the Office Action mailed January 18, 2007. A Petition for Extension of Time is submitted herewith, together with the appropriate fee.

Applicant gratefully acknowledges the courtesy of an interview with Examiner Matthew Osborne on May 11, 2007, during the course of which interview the participants discussed various amendments to the claims to address the rejections under 35 U.S.C. 112, 102 and 103, the substance of which amendments are included fully herein.

I. Summary of Examiner's Rejections

Prior to the Office Action mailed January 18, 2007, Claims 1-42 were pending in the Application. In the Office Action, Claim 7 was objected to because the following informalities: the term "identified" should be spelled "identified." Claims 12 and 13 were rejected under 35 U.S.C. 112, second paragraph as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claims 1-5, 11-16, 22-27, and 33 were rejected under 35 U.S.C. 102(e) as being anticipated by Slaughter et al. (US 6,917,976 B1) (hereinafter "Slaughter"). Claims 6-8, 17-19, and 28-30 were rejected under 35 U.S.C. 103(a) as being unpatentable over Slaughter in view of Coley et al. (U.S. 5,790,664) (hereinafter "Coley"). Claims 9, 10, 20, 21, 31 and 32 were rejected under 35 U.S.C. 103(a) as being unpatentable over Slaughter. Claims 34-36 and 42 were rejected under 35 U.S.C. 103(a) as being unpatentable over Cohen et al. (hereinafter "Cohen") in view of Slaughter. Claims 37-41 were rejected under 35 U.S.C. 103(a) as being unpatentable over Cohen in view of Slaughter in further view of Coley.

II. Summary of Applicant's Amendments

The present Reply amends the Drawings and Specification; amends Claims 1, 7, 12, 23, and 34; and adds new Claims 43-54, leaving for the Examiner's present consideration Claims 2-6, 8-11, 13-22, 24-33, and 35-42. Reconsideration of the Application, as amended, is respectfully requested.

III. Claim Objections

In the Office Action mailed January 18, 2007, Claim 7 was objected to because the following informalities: the term "identified" should be spelled "identified." Accordingly, Claim 7 has been amended to correct the spelling of the word "identified" as indicated above. Applicant respectfully submits that the proposed amendment corrects informality in the Specification and that no new matter is being added.

IV. Claim Rejection under 35 U.S.C. § 112

Claims 12 and 13 were rejected under 35 U.S.C. 112, second paragraph as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. In Claim 12, the recitation "an events service" on line 10 duplicated the introduction of "an events service" on line 9. In Claim 13 recited the limitation "said best-effort delivery variables" in line 1 of the claim and there was insufficient antecedent basis for this limitation in the claim.

Accordingly, Claim 12 has been amended as shown above. The amendment to Claim 12 also provides a sufficient antecedent basis for the terms "said best-effort delivery variables" in Claim 13. Applicant respectfully submits that the claims as amended now conform to the requirements of 35 U.S.C. 112, and reconsideration thereof is respectfully requested.

V. Claim Rejections under 35 U.S.C. §102

In the Office Action mailed January 18, 2007, Claims 1-5, 11-16, 22-27, and 33 were rejected under 35 U.S.C. 102(e) as being anticipated by Slaughter et al. (US 6,917,976 B1) (hereinafter "Slaughter").

Claim 1

Claim 1 has been amended by the current Reply to more clearly define the embodiment therein. As amended, Claim 1 defines:

1. *(As Amended) A method for maintaining an event-based subscription by a subscriber to an events notification service, comprising the steps of:
defining a set of best-effort delivery variables and administrative limits to be*

*associated with a subscription to an events notification service;
subscribing to events delivered by said events notification service via said
subscription;
periodically checking the delivery of said events to said subscriber during
the life of said subscription in accordance with said administrative limits; and,
if said periodic checking of delivery of events indicates a failure in delivery then
canceling the subscription.*

Claim 1 has been amended to more clearly define the embodiment of the invention therein. In the typical situation addressed by this embodiment of this invention, an events subscriber subscribes to an events notification service whereby the subscriber tells an events delivery system to deliver events to the subscriber. However, once the subscriber subscribes for a particular set of events, because of the way that most traditional subscription based systems (including CORBA) work, the events notification service is never told if the subscriber has gone away, so the service cannot automatically get rid of the subscription. Consequently, the service ends up wasting a lot of time and resources sending events to subscribers who no longer exist. This embodiment of the invention addresses this problem by providing a method by which certain best-effort delivery variables and administrative limits are associated with the subscription to periodically check whether the events are actually being delivered to the subscriber during the life of the subscription. The method of using these best-effort delivery variables and administrative limits to periodically check the delivery of events as set forth above represents a novel methodology for maintaining an event-based subscription to an events notification service. Applicant respectfully submits that these features are not anticipated by the cited reference.

Slaughter generally relates to the message-based leasing of resources in a distributed computing environment. Slaughter appears to provide a system whereby various services can be leased to clients in a distributed computing environment. With respect to the relevant aspects of Slaughter, a service may publish advertisements in a space whereby a client can obtain a lease to have access to the space. In addition to obtaining a lease to access the space, a client of the space may also subscribe to be notified when something is added or removed from the space. When doing so, the client may obtain a lease on the subscription to notifications. However, once a lease is obtained, Slaughter does not appear to

disclose any system or methodology to check and see whether the client is still receiving notices *during the life of the subscription* and thus the problem of wasting time and resources in sending events to subscribers who no longer exist is found in Slaughter as well. Consequently, Applicant's method of periodically checking the delivery of the events to the subscribers during the life of the subscription through the use of best-effort delivery variables and administrative limits associated with the subscription is not disclosed in Slaughter.

In view of the comments provided above, Applicant respectfully submits that the embodiment defined by Claim 1 is neither anticipated by, nor obvious in view of the cited reference, and reconsideration thereof is respectfully requested.

Claims 12

Claim 12 has been amended similar to Claim 1 to more clearly define the embodiment therein. Furthermore, Claim 12 is also not anticipated by Slaughter because it claims the use of "an events check timer" which is not disclosed in Slaughter. While the term "timer" is used, the disclosures and the claim language make it clear that the "timer" may act as a counter which tracks and communicates *the number of event deliveries* to the events service in periodically verifying delivery.

Slaughter, on the other hand, does not appear to keep track of and/or utilize information regarding the number of event deliveries sent within a subscription. Since Slaughter is based on a pure time-based leasing system, having a event server system that includes an events check timer to track and communicate the number of event deliveries sent during a subscription to an events service would be useless and/or irrelevant.

Accordingly, Applicant respectfully submits that Claim 12, as amended, is likewise not anticipated by, nor obvious in view of the cited references, and reconsideration thereof is respectfully requested.

Claim 23

Independent Claim 23 has been amended similar to Claim 1 to more clearly define the embodiment therein. Accordingly, Applicant respectfully submits that Claim 23, as amended, is likewise not anticipated by, nor obvious in view of the cited references, and reconsideration

thereof is respectfully requested.

Claims 2-5, 11, 13-16, 22, 24-27 and 33

Claims 2-5, 11, 13-16, 22, 24-27 and 33 are not addressed separately but it is respectfully submitted that these claims are allowable as depending from an allowable independent claim and further in view of the amendments to the independent claims, and the comments provided above. Applicant respectfully submits that these Claims are similarly neither anticipated by, nor obvious in view of the cited references, and reconsideration thereof is respectfully requested. It is also submitted that these claims also add their own limitations which render them patentable in their own right. Applicant respectfully reserves the right to argue these limitations should it become necessary in the future.

VI. Claim Rejections under 35 U.S.C. §103(a)

In the Office Action mailed January 18, 2007, Claims 6-8, 17-19, and 28-30 were rejected under 35 U.S.C. 103(a) as being unpatentable over Slaughter in view of Coley et al. (U.S. 5,790,664) (hereinafter "Coley"). Claims 9, 10, 20, 21, 31 and 32 were rejected under 35 U.S.C. 103(a) as being unpatentable over Slaughter. Claims 34-36 and 42 were rejected under 35 U.S.C. 103(a) as being unpatentable over Cohen et al. (hereinafter "Cohen") in view of Slaughter. Claims 37-41 were rejected under 35 U.S.C. 103(a) as being unpatentable over Cohen in view of Slaughter in further view of Coley.

Claim 34

Independent Claim 23 has been amended similar to Claim 1 to more clearly define the embodiment therein and the comments provided above with respect to Claim 1 are hereby incorporated by reference. Similar to what was set forth above, Slaughter does not teach a method for maintaining an event-based subscription by a subscriber to an events notification service that, among other things, periodically delivers event notification to said subscribers *during the life of the subscription* via a two-way message. Accordingly, Applicant respectfully submits that Claim 34, as amended, is likewise not anticipated by, nor obvious in view of the cited references, and reconsideration thereof is respectfully requested.

Claims 6-10, 17-21, 28-32, and 35-42

Claims 6-10, 17-21, 28-32, and 35-42 are not addressed separately but it is respectfully submitted that these claims are allowable as depending from an allowable independent claim and further in view of the amendments to the independent claims, and the comments provided above. Applicant respectfully submits that these Claims are similarly neither anticipated by, nor obvious in view of the cited references, and reconsideration thereof is respectfully requested. It is also submitted that these claims also add their own limitations which render them patentable in their own right. Applicant respectfully reserves the right to argue these limitations should it become necessary in the future.

VII. Additional Amendments

Claims 43-54 have been newly added by the present Reply. Applicant respectfully requests that new Claims 43-54 be included in the Application, and considered therewith.

VIII. Conclusion

In view of the above amendments and remarks, it is respectfully submitted that all of the claims now pending in the subject patent application should be allowable, and reconsideration thereof is respectfully requested. The Examiner is respectfully requested to telephone the undersigned if he can assist in any way in expediting issuance of a patent.

Enclosed is a PETITION FOR EXTENSION OF TIME UNDER 37 C.F.R. §1.136 for extending the time to respond up to and including May 18, 2007.

Application No.: 10/021,815
OA date: January 18, 2007
Reply dated: May 17, 2007

The Commissioner is authorized to charge any underpayment or credit any overpayment to Deposit Account No. 06-1325 for any matter in connection with this reply, including any fee for extension of time, which may be required.

Respectfully submitted,

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